

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF SOUTHWICK,
MASSACHUSETTS**

TABLE OF CONTENTS

	PAGE
INTRODUCTION	
1	
ARTICLE 1	DEFINITIONS
Section 1.1	
Definitions	
1	
ARTICLE 2	
GRANT OF RENEWAL LICENSE	
Section 2.1	Grant of Renewal License 10
Section 2.2	Term: Non-exclusivity 11
Section 2.3	Pole and Conduit Attachment Rights 12
Section 2.4	
Renewal	
13	
Section 2.5	Pole and Regulatory Powers 13
Section 2.6	Removal or Abandonment 13
Section 2.7	Transfer of the Renewal License 14
Section 2.8	Effect of Unauthorized Transfer Action 15
ARTICLE 3	SYSTEM SPECIFICATIONS & CONTRUCTION
Section 3.1	Area to be Served 16
Section 3.2	Subscriber Network 17
Section 3.3	Subscriber Network Cable Drops 18
Section 3.4	Institutional Network (“I-Net”) 18
Section 3.5	Right to Purchase I-Net 19
Section 3.6	Strand Maps 20
Section 3.7	Changeover Procedure 20
Section 3.8	Parental Control Capability 21
Section 3.9	System Technical Specifications 21
ARTICLE 4	
TECHNOLOGY & SAFETY STANDARDS	
Section 4.1	System Maintenance 22
Section 4.2	Repairs and Restoration 23
Section 4.3	Tree Trimming 24
Section 4.4	Building Moves 24
Section 4.5	Dig Safe 24
Section 4.6	Disconnection and Relocation 24

Section 4.7
Safety Standards
25

Section 4.8
Pedestals
25

Section 4.9
Private Property
25

Section 4.10
Right to Inspection of Construction
26

Section 4.11
Service Interruption
26

Section 4.12
Commercial Establishments
26

Section 4.13
Temporary Relocation
27

Section 4.14
Annual Update Hearings
27

ARTICLE 5
CUSTOMER SERVICE & CONSUMER PROTECTION

Section 5.1
Community Programming
28

Section 5.2
Community Studio and Equipment
28

Section 5.3
Funding for Community Programming
29

Section 5.4
Emergency Use
29

Section 5.5
Commercial Access
30

Section 5.6
Equal Opportunity
30

Section 5.7
Programming Exclusivity and Non-competition
30

Section 5.8
PEG Access Channels Maintenance
31

Section 5.9
Censorship
31

ARTICLE 6
PROGRAMMING

Section 6.1
Basic Broadcast Service
32

Section 6.2
Programming
32

Section 6.3	Signal Transmission	32
Section 6.4	Converter Box, Remote Controls	33
Section 6.5	Stereo TV Transmissions	33
Section 6.6	Continuity of Service	33
ARTICLE 7	INTERNET ACCESS	
Section 7.1	Internet Access	34
ARTICLE 8	SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	
Section 8.1	Customer Service Office	35
Section 8.2	Telephone Access	35
Section 8.3	Answering Service	36
Section 8.4	Installation Visits, Service Calls, Response Time	36
Section 8.5	FCC Customer Service Obligations	38
Section 8.6	Business Practice Standards	38
Section 8.7	Complaint Resolution Procedures	38
Section 8.8	Remote Control Devices	39
Section 8.9	Loss of Service, Signal Quality	40
Section 8.10	Employee Identification Cards	40
Section 8.11	Protection of Subscriber Privacy	40
Section 8.12	Privacy Written Notice	41
Section 8.13	Monitoring	41
Section 8.14	Distribution of Subscriber Information	42

Section 8.15	Polling by Cable	42
Section 8.16	Information with Respect to Viewing Habits and Subscription Decisions	
43		
Section 8.17	Subscriber's Right to Inspect and Verify Information	43
Section 8.18	Privacy Standards Review	43
Section 8.19	Service interruptions	44
Section 8.20	Subscriber's Antennas - Switching Devices	44
Section 8.21	Channel Transpositions	44
ARTICLE 9	LICENSE FEES	
Section 9.1	License Fees	45
Section 9.2	Other Payment Obligations and Exclusions	45
Section 9.3	Late Payment	46
ARTICLE 10	RATES AND CHARGES	
Section 10.1	Senior Citizen Discount	47
Section 10.2	Rates and Charges	47
Section 10.3	Rate Regulation	48
Section 10.4	Notification of Rates and Charges	48
Section 10.5	Publication and Non-discrimination	49
ARTICLE 11	REGULATORY OVERSIGHT	
Section 11.1	Indemnification	50
Section 11.2	Insurance	50
Section 11.3	Performance Bond	51
Section 11.4	Reports	52
Section 11.5	Equal Employment Opportunity	53
Section 11.6	Revocation of License	53
Section 11.7	Notice and Opportunity to Cure	54
Section 11.8	Right of Review	54
Section 11.9	Determination of Breach	54
Section 11.10	Termination	56
Section 11.11	Removal of System	56
Section 11.12	Incorporation by Reference	56
ARTICLE 12	MISCELLANEOUS	
Section 12.1	Severability	58
Section 12.2	Force Majeure	58
Section 12.3	Notices	59
Section 12.4	Entire Agreement	59
Section 12.5	Captions	59
Section 12.6	Warranties	59

(iii)

Section 12.7	Applicability of Renewal License	60
Section 12.8	Jurisdiction	60
Section 12.9	No Recourse Against the Issuing Authority	61
Section 12.10	Removal of Antennas	61
Section 12.11	Subscriber Television Sets	61
Section 12.12	Town’s Right to Intervention	61
Section 12.13	Acts or Omissions of Affiliates	62
	SIGNATURE PAGE	63

TABLE OF EXHIBITS

- Exhibit A: Non-served Areas**
- Exhibit B: I-Net Maintenance and Technical Support**
- Exhibit C: System Technical Specifications**
- Exhibit D: FCC Customer Service Regulations: 47 C.F.R. §76.309 [c]**
- Exhibit E: Billing and Termination Regulations: 207 CMR 10.00 et. seq.**
- Exhibit F: Current Schedule of Rates and Charges**

SOUTHWICK RENEWAL LICENSE INTRODUCTION

WHEREAS, MediaOne of Western New England, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a cable communications system in the Town of Southwick, Massachusetts (hereinafter the "Town"), said license having originally commenced on March 3, 1982;

WHEREAS, MediaOne filed a request for a renewal of its license by letter dated May 20, 1994 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated February 28, 1996;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal; and

NOW THEREFORE, after due and full consideration, the Town and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(1) Access - The right or ability of any Southwick resident and/or or any Persons affiliated with a Southwick institution to use designated facilities, equipment and/or channels of the Cable Communications System, subject to the conditions and procedures established for such use.

(2) Access Channel - A video channel which MediaOne shall make available to the Town of Southwick, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Application - The renewal proposal submitted by MediaOne to the Issuing Authority of the Town of Southwick on February 28, 1996.

(4) Basic Service - Any service distributed over the Cable Communications System, which includes, without limitation, all Public,

Educational and Governmental (“PEG”) Access Channels and all Broadcast Signals required to be carried on Basic Service pursuant to federal law.

(5) **Broadcast** - Over-the-air transmission by a radio or television station.

(6) **CATV Commission** - The Cable Television Advisory Commission as appointed and designated by the Issuing Authority.

(7) **CMR** - The acronym for Code of Massachusetts Regulations.

(8) **Cable Communications Act (the “Cable Act”)** - Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat.56 (1996) (the Telecommunications Act of 1996).

(9) **Cable Communications System or Cable System** - The cable television system owned, constructed, installed, operated and maintained in the Town of Southwick for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of Signals to Subscribers and in accordance with the terms and conditions in this Renewal License.

(10) **Cable Service** - The one-way transmission to Subscribers of video programming, or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video

programming or other programming services, and the installation and rental of equipment necessary for the receipt thereof.

(11) **Commercial Subscriber** - A commercial, non-residential Subscriber to the Cable Communications System.

(12) **Commission** - The Massachusetts Cable Television Commission, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(13) **Community Programming** - Programming produced jointly by community volunteers and employees of the Licensee.

(14) **Converter** - Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) **Department of Public Works (“DPW”)** - The Department of Public Works of the Town of Southwick, Massachusetts.

(16) **Downstream Channel** - A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

(17) **Drop or Cable Drop** - The coaxial cable that connects each home or building to the Subscriber Network or Institutional Network.

(18) **Educational Access Channel** - A specific channel(s) on the Cable System made available by MediaOne to the Access Corporation for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(19) **Effective Date** - June 3, 1997.

(20) **Execution Date** - Date of signing of this Renewal License.

(21) FCC - The Federal Communications Commission, or any successor agency.

(22) Government Access Channel - A specific channel(s) on the Cable System made available by MediaOne to the Issuing Authority for use by, among others, those Persons wishing to present non-commercial governmental programming and/or information to the public.

(23) Gross Annual Revenues - Consideration of any form or kind derived by the Licensee and/or its affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any service or service-related activity over the Cable System; Basic Service monthly fees and all other service fees; installation, reconnection, downgrade, upgrade and any similar charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues, converter, remote control and other equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by Licensee from the sale of products in any way advertised or promoted on the Cable System less bad debt. In the event that an affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an affiliate or such other Person for said affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of

License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of affiliates and/or persons relating to signal carriage over the Cable System and not the gross revenues of any such affiliate(s) and/or person(s) itself, where unrelated to such Signal carriage. Any calculation of Gross Annual Revenues specifically excludes revenue from telecommunications services under the Telecommunications Act of 1996.

(24) Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site - A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching or ii) placement of a fiber node or microwave link or transportation super trunk.

(26) Institution Network (“I-Net”) - The cable/fiber-optic trunk pathway which interconnects with the Subscriber Network and is available for two-way transmission between and among certain points on the I-Net and transmits community events and government meetings from a point on the I-Net to Subscribers.

(27) Issuing Authority - The Board of Selectmen of the Town of Southwick, Massachusetts.

(28) Leased Channel or Leased Access - A video channel(s) which the License shall make available pursuant to Section 612 of the Cable Act.

(29) License Fee or Franchise Fee - The payments to be made by MediaOne to the Town of Southwick and the Access Corporation, which shall

have the meaning as set forth in Section 622(g) of the Cable Act and G.L.c. 166A.

(30) Licensee - MediaOne of Western New England, Inc., whose ultimate parent company is U S WEST, Inc.

(31) Local Origination Programming - Local programming produced and/or cablecast by the Licensee.

(32) NCTA - The acronym for the National Cable Television Association.

(33) Node or Fiber Node - A remote point(s) in the Cable system connecting fiber-optic cable to the Trunk and Distribution System.

(34) Origination Capability - An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(35) Outlet - An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(36) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(37) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(38) PEG - The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(39) PEG Access Channels - Any channel(s) made available for the presentation of PEG Access Programming.

(40) Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(41) **Prime Rate** - The prime rate of interest at the Bank of Boston.

(42) **Programming** - Any video, audio, text or data coded Signal carried over the Cable Communications System.

(43) **Public Access Channel** - A specific channel(s) on the Cable System made available by MediaOne to the Access Corporation for use by, among others, Southwick individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(44) **Public Way or Street** - The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Referenced herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(45) **Renewal License** - The non-exclusive Cable Television License to be granted to the Licensee by this instrument.

(46) **Scrambling/Encoding** - The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(47) **Service** - Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to

any Subscriber in conjunction with, or which is distributed over, the Cable System.

(48) **Signal** - Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(49) **Standard Service Package** - A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

(50) **State** - The Commonwealth of Massachusetts.

(51) **Subscriber** - Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Communications System.

(52) **Subscriber Network** - The trunk and feeder Signal distribution network over which video, audio, text and data Signals are transmitted to Subscribers.

(53) **Town** - The Town of Southwick, Massachusetts.

(54) **Town Counsel** - The Town Counsel of the Town of Southwick, Massachusetts.

(55) **Trunk and Distribution System** - That portion of the Cable System for the delivery of Signals, but not including Cable Drop(s) to Subscriber's residences.

(56) **Upstream Channel** - A channel over which Signals travel from an authorized location to the Cable System Headend.

(57) User - A Person utilizing the Cable Communications System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(58) VCR - The acronym for video cassette recorder.

(59) Video Programming or Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Western New England, Inc., a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Southwick.

This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Commission and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town

within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America, the Commonwealth of Massachusetts, and bylaws/ordinances of the Town of Southwick.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and
13]**

(a) The term of this Renewal License shall be for a period of ten (10) years and shall commence on June 3, 1997, following the expiration of the current License, and shall terminate at midnight on June 2, 2007.

(b) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the Town of Southwick or the right of the Issuing Authority to permit the use of the Public ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(c) The Issuance of additional license(s) shall be subject to all applicable federal law(s), and state laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result of a competing multichannel video programmer operating in the Town that is not required to be licensed by the

Town, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage is assessing a Section 625 request from the Licensee. The Issuing Authority and the Licensee agree that: 1) competition by another multichannel video programmer(s) in the Town was unforeseeable as of the Execution Date of this Renewal License; 2) that such competition is beyond the control of the Licensee; and 3) that the nonoccurrence of such competition was a basic assumption upon which the requirements of this Renewal License was based. The Licensee shall have the right to obtain modification of requirements of this Renewal License if the Licensee demonstrates that i) it is commercially impracticable for the Licensee to comply with such requirement and ii) the proposal by the Licensee for modification of such requirement is appropriate because of commercial impracticability. Any final decision made by the Issuing Authority under this section shall be made in a public proceeding. Such decision shall be made within 120 days after receipt of such request by the Issuing Authority, unless otherwise extended by agreement of parties. The parties agree that the standard applied to the Licensee's request for modification is the same as provided under the "Commercial Impracticability" provisions of the U.C.C. - recognizing, and accounting for, distinctions given the context in which it is applied under Section 625 and that regarding the sale of goods which is governed by the U.C.C..

(e) In any public proceeding under subsection (d) above, the Town may secure financial and/or engineering expertise for the sole purpose of assisting in the determination of "commercial impracticability" and Licensee agrees to pay

the Issuing Authority any reasonable amount for such expert up to Three Thousand Dollars (\$3,000).

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166A §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the matter of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) The Town may initiate renewal discussions with the Licensee at such time as adjoining communities are negotiating renewal licenses with the Licensee. provided however any renewal period negotiated pursuant to said early renewal discussions shall run on and after the term of this Renewal License.

SECTION 2.5 - POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any by-laws and/or regulations enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

SECTION 2.6 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless 1) the Licensee renews its License for another renewal term or 2) the Licensee transfers the Cable Communications System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all of its appurtenances from the Public Ways and places and shall restore all areas to as good a condition as before entry. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

SECTION 2.7 - TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or

other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Commission and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial, management, technical and legal qualifications and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and public ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section.

(e) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. After one hundred twenty (120) days, the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by mutual consent of the parties.

(g) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all terms and conditions contained in this Renewal License.

SECTION 2.8 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.7 (Transfer of the Renewal License) herein shall be null and void, and shall be deemed a material breach of this Renewal License; and

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) **The area to be served is the entire Town of Southwick, excluding the areas identified in Exhibit A attached hereto and made a part hereof. Service shall be provided to every dwelling within the service area occupied by a Person requesting cable service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.**

(b) **The Licensee agrees to extend the Cable Communications System at its own cost into newly constructed areas (after the completion of the System rebuild) as the dwellings become physically occupied, provided that the areas meet the criteria of twenty (20) homes per mile as measured back to the existing System; aerial utility poles are present; and the Licensee is able to obtain from property owners any necessary easements and/or permits at no cost in order to provide such System extension. Service will be provided to areas not included in the primary service area, where the average density of homes is less than twenty (20) per mile, upon payment by Subscriber of an installation surcharge or contribution in aid of construction.**

(c) **Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within two hundred feet (200 ft.) aerial or two hundred feet (200 ft.) underground of the cable plant shall be entitled to a standard installation rate. Any dwelling unit**

beyond two hundred feet (200 ft.) shall be entitled to installation of payment of an installation sub-charge or contribution in aid of construction.

(d) Subject to the density requirements in subsection (b) above and provided Licensee has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely notice of trenching and underground construction to the Licensee.

(e) The Licensee agrees to offer PrimeStar satellite dish service at standard cable installation rates to all Southwick residents for whom service is not guaranteed under subsection (a) above.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall make available to all residents of the Town a 750 MHz Cable Communications System, fed by means of a fiber-optic transportation cable network, fully capable of carrying a minimum of seventy-eight (78) analog video channels in the downstream direction and four (4) analog video channels in the upstream direction. Said 750 MHz Cable System shall be designed for 550 MHz of analog signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee. The costs of the Cable System upgrade shall not be

subject to external rate adjustments for subscribers. Licensee shall use reasonable promotional methods to inform subscribers about the upgraded Cable System.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS [SEE G.L.c. 166A §5(e)]

The Licensee shall install one (1) Drop, Outlet and Standard Service Package to all municipal and other public buildings reasonably requested in writing by the Issuing Authority which lie along its cable routes in the Town. Said installation shall be without charge. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - INSTITUTIONAL NETWORK (“I-NET”)

(a) Within eighteen (18) months from the Effective Date of this Renewal License the Licensee agrees to construct a 1.2 mile Institutional Network (“I-Net”) connecting the following buildings: Town Hall, Old Library, Woodland School and Consolidated School. Said I-Net shall have a minimum capacity of one (1) channel in the upstream and one (1) channel in the downstream direction. Said I-Net shall be capable of video, audio, text and data transmission between those public buildings in the I-Net path.

(b) The Licensee shall provide and maintain, free of charge, an activated I-Net Drop to each building on the I-Net path. The Licensee shall discuss the location of each Outlet with the Issuing Authority, or its designee, prior to the installation of such Outlet.

(c) The I-Net shall be interconnected with the Subscriber Network at the Headend. All remote I-Net Signals shall be sent on an Upstream Channel to the

Headend, where such Signal(s) shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the automatic switching of all I-Net Upstream Signals to the appropriate Subscriber Network Downstream Channels. Said Signal switching shall be performed by the Licensee at no cost to the Town and/or other I-Net User(s).

(d) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(e) The I-Net shall be operated and maintained, at a minimum, in compliance with the FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(f) The Town may perform its own data communications over the I-Net. Licensee shall assist the Town by providing the maintenance and technical support outlined in Exhibit B attached hereto. Licensee and Town may contract for additional services, including Ethernet Service, at the prevailing market rate.

SECTION 3.5 - RIGHT TO PURCHASE I-NET

(a) Upon termination or expiration of the Renewal License or any renewal hereof by passage of time or otherwise, prior to removing, selling or dismantling the Institutional Network, the Issuing Authority shall have the right to buy back the Institutional Network for the sum of One Dollar (\$1.00). The provisions of this Section shall automatically survive the termination or expiration of this Renewal License.

(b) Nothing herein shall preclude the Licensee from continuing to use the I-Net for the provision of telecommunications services after termination or expiration of the Renewal License or any subsequent renewal license, provided the Licensee is properly authorized and licensed to do so.

SECTION 3.6 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the Town, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be available for inspection by the Issuing Authority on request.

SECTION 3.7 - CHANGEOVER PROCEDURE

The Licensee shall change over all of its Subscribers from the existing Cable System to the newly built Cable Communications System in accordance with the following procedure: Before any Subscriber is changed over to the newly built Cable System, the Licensee shall inform all Subscribers of, among other topics, the method of changeover, the timetable for changeover, the Licensee service(s), VCR compatibility, increased channel capacity and all rates

and charges. Subscribers will not be charged separately in order to be “switched over” to the new Cable System. However, if new services are available, and a Subscriber decides to take advantage of new services, that Subscriber will likely experience an increase in his/her monthly bill.

SECTION 3.8 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

SECTION 3.9 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Communications System, pursuant to Section 3.2 (Subscriber Network) herein, shall conform, at a minimum, to the technical specifications contained in Exhibit C, attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable federal, state or local bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained by the Licensee so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Town, wherever situated or located shall at all times be kept and maintained by the Licensee in a safe and suitable condition and in good order and repair.

(e) The Signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable Communications System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the

restoration and repairs required and the time fixed for the performance thereof.

Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.3 - TREE TRIMMING

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

SECTION 4.4 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes. If funds are available to defray the cost and expense of relocating the plant and equipment of any public utility or private company using such street, easement, or right-of-way, such funds shall also be made available to the Licensee.

SECTION 4.5 - DIG SAFE

The Licensee shall comply with all applicable “dig safe” provisions pursuant to G.L.c. 82 §40.

SECTION 4.6 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its

property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.7 - SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Communications System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all state and local laws, and all land use restrictions as the same exist or may be amended hereafter.

SECTION 4.8 - PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town public ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile non-obtrusive electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.6 (Strand Maps) herein.

SECTION 4.9 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Communications System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

SECTION 4.10 - RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations.

SECTION 4.11 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Communications System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's channels.

SECTION 4.12 - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and service.

SECTION 4.13 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

SECTION 4.14 - ANNUAL UPDATE HEARINGS

The Issuing Authority may conduct annual hearings with the Licensee to review the Licensee's performance under this Renewal License and at such time the Issuing Authority shall have the right to request and obtain information relative to new technologies that will enhance or improve the Cable Communications System and the economical feasibility of providing these new technologies to Subscribers in the Town. During any such hearing the Licensee shall discuss any new technologies that it is providing as part of other cable systems in other systems in other communities in Massachusetts.

ARTICLE 5
COMMUNITY CHANNEL(S)

SECTION 5.1 - COMMUNITY PROGRAMMING

(a) Upon completion of the upgrade of the Cable Communications System the Licensee shall provide a community channel for use by residents of the Town, the educational authorities and local government officials.

(b) The Licensee shall not charge residents of the Town, educational authorities or local government for non-commercial use of the Community Programming channel(s).

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority regarding Community Programming, priority of use of the Community Programming channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addressees of all Persons or groups requesting time on the Community Programming channel(s).

SECTION 5.2 - COMMUNITY STUDIO AND EQUIPMENT

(a) The Licensee shall maintain and manage adequate facilities and equipment in the area for the production of Community Programming by residents and organizations of Southwick.

(b) The Licensee will periodically provide training in the use of television production equipment at its community television facility to interested residents and organizations of Southwick.

SECTION 5.3 - FUNDING FOR COMMUNITY PROGRAMMING

To assist and support the Issuing Authority in promoting Community Programming, the Licensee agrees to the following additional support:

- (1) A one-time cash grant, payable to the Issuing Authority in the amount of Twelve Thousand Dollars (\$12,000), for the purpose of purchasing Community Programming equipment which may include such items as portable cameras, character generators and modulators.**
- (2) An annual cash grant in the amount of Two Thousand Dollars (\$2,000) payable to the Issuing Authority, to support local Community Programming initiatives or technology associated with the Cable System.**

The one-time cash grant shall be payable to the Issuing Authority within thirty (30) days of the Execution Date of this Renewal License. The annual cash grant shall be payable to the Issuing Authority on March 15 of each year of this Renewal License commencing March 15, 1998.

SECTION 5.4 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period.

SECTION 5.5 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for Commercial Access cablecasting to any Person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of Commercial Access Channels shall be negotiated between the Licensee and the Commercial User in accordance with federal regulations.

SECTION 5.6 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any Person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any Person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 5.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated community channel or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of Article 5 (Community

Channels) herein or produced by the Licensee or in any of its facilities shall not be commercially distributed without the consent of the Licensee.

SECTION 5.8 - PEG ACCESS CHANNELS MAINTENANCE

Licensee shall monitor the Public, Educational and Governmental (“PEG”) Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System’s commercial channels, provided, however, that Issuing Authority acknowledges that the Licensee is not responsible for the production quality of actual programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

SECTION 5.9 - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the Public, Educational and Governmental (“PEG”) Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**ARTICLE 6
PROGRAMMING**

SECTION 6.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Broadcast Service tier to which subscription is required for access to any other tier of service. Such basic tier shall, at a minimum, consist of: 1) all broadcast television Signals carried in fulfillment of the requirements of Section 614 and 615 of the Cable Act of 1992, and 2) all active Public, Educational and Governmental (“PEG”) Access Channel(s).

SECTION 6.2 - PROGRAMMING

The Licensee shall use its best efforts to provide a wide diversity of alternative programming options to Subscribers, including, but not limited to, sports programming, public affairs programming, news programming, entertainment programming, and movie programming. The Licensee has offered and shall provide the following cable services: 1) all broadcast stations required to be carried by federal law; and 2) Public, Educational and Governmental (“PEG”) Access Channels(s) required by this Renewal License.

SECTION 6.3 - SIGNAL TRANSMISSION

The Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Broadcast Services described in Section 6.1 (Basic Broadcast Service) herein and in accordance with federal law.

SECTION 6.4 - CONVERTER BOX, REMOTE CONTROLS

Upon availability, and if economically feasible, Licensee shall make available two-way capable converter boxes to those Subscribers purchasing interactive services. The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee and allow use of remotes at no additional charge from that of the converter charge.

SECTION 6.5 - STEREO TV TRANSMISSIONS

All television Signals that are transmitted to the Licensee's Headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 6.6 - CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable Communications System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance via message on the community channel community bulletin board.

**ARTICLE 7
INTERNET ACCESS**

SECTION 7.1 - INTERNET ACCESS

In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will within one (1) year after offering on-line service for personal computers commercially available in the Town, and upon the request from the Southwick School Department, provide each school in the Town with one (1) free connection to such on-line service. At a minimum, such on-line service will provide access to the Internet. Each connected school will receive one (1) free cable modem and free, unlimited access to the on-line service for use during the school year.

ARTICLE 8

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 8.1 - CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff a customer service office for the purpose of receiving customer inquiries and complaints, made in person or by telephone, including without limitation, those regarding billing, service, installation, equipment malfunctions and answering general inquiries.

(b) Said customer service office shall be conveniently located and open for walk-in business during normal business hours, as defined by 47 C.F.R. §76.309 (hereinafter referred to as "Normal Business Hours"). From time to time said hours may be changed to meet customer needs with reasonable notice to the Issuing Authority.

SECTION 8.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Southwick Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These

standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 8.1 (Customer Service Office) herein, measured on a quarterly basis, under normal operating conditions.

SECTION 8.3 - ANSWERING SERVICE

At all other times than those listed directly above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall, 1) forward all inquiries and/or complaints to the Licensee the morning of the next business day and, 2) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

SECTION 8.4 - INSTALLATION VISITS, SERVICE CALLS, RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Southwick residents who request Service within seven (7) days of said request.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice as to whether said installation visit or service call will occur in the appointed

morning, afternoon or, if applicable, evening time blocks. Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers during Normal Business Hours. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

(d) The Licensee shall respond to all requests for service or repair that are received during the hours described in Section 8.1(b) or Section 8.2(a) herein on a first-come, first served basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be responded to within twenty-four (24) hours of said original call Monday-Friday. Verification of the problem and resolution shall occur promptly. A Subscriber complaint or request for service received after regular business hours, as defined in Section 8.1 or Section 8.2(a) herein, shall be responded to the next business morning.

(e) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be

required to notify the stand-by technician(s) of 1) any emergency situations, 2) an unusual number of calls, and/or 3) a number of similar complaint calls or a number of calls coming from the same area.

(f) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

SECTION 8.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 C.F.R., Section 76.309, as may be amended from time to time, which standards are attached hereto as Exhibit D.

SECTION 8.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., attached hereto as Exhibit E as the same may exist or be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bill; 5) advance billing, issuance of bills, billing due dates, delinquency, late charges and termination of service; 6) charges for disconnection or downgrading of service; 7) billing disputes; and 8) service interruptions.

SECTION 8.7 - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries as follows:

- (i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business**

days after receiving such request, send a written report to the Issuing Authority with respect to any complaint.

Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

- (ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.**

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

SECTION 8.8 - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

SECTION 8.9 - LOSS OF SERVICE, SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14), days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

SECTION 8.10 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

SECTION 8.11 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Communications System and shall not violate such rights through the use of any device or Signal associated with the Cable Communications System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in Article 8 (Subscriber Rights and Consumer Protection) herein and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Communications System, of the subscriber privacy requirements contained in this Renewal License.

SECTION 8.12 - PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection,

retention, uses and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

SECTION 8.13 - MONITORING

Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable state and/or federal law(s).

SECTION 8.14 - DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving

Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

SECTION 8.15 - POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless 1) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and 2) the program has an informational, entertaining or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

SECTION 8.16 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

SECTION 8.17 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's designated representative. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

SECTION 8.18 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review Article 8 (Subscriber Rights and Consumer Protection) herein to determinate that it

effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

SECTION 8.19 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(l)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 8.20 - SUBSCRIBER'S ANTENNAS - SWITCHING DEVICES [SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 8.21 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television Signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transportation notify its Subscribers in writing of such transportation.

**ARTICLE 9
LICENSE FEES**

SECTION 9.1 - LICENSE FEES

(a) During the term of this Renewal License the annual License Fee payable to the Town shall be the maximum allowable by law, served as of the last day of the preceding calendar year, payable on or before March 15 of the said year, or such higher amount as may be allowed pursuant to state and/or federal law.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a License Fee that shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for Community Programming under Article 5 (Community Channels) herein.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate

and distinct obligations of the Licensee and each affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

SECTION 9.3 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 9.1 (License Fees) herein, interest due on such fee shall accrue from the date due at the rate of one percent (1%) above the annual Prime Rate.

**ARTICLE 10
RATES AND CHARGES**

SECTION 10.1 - SENIOR CITIZEN DISCOUNT

The Licensee shall provide senior citizens in Southwick who are age 62 and older and the head of the household, with a free initial installation and no charge for any change of Service requested by such senior citizen which does not require a technician visit, provided that any such Subscriber's account with the Licensee is in good standing.

SECTION 10.2 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as Exhibit F. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC (47 CFR §76.33) and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, franchise fees and the costs of complying with franchise requirements may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason which relates to the Subscriber's overdue or delinquent account with the Licensee. The Licensee may levy reasonable collection charges, including a late fee, on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

SECTION 10.3 - RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 10.4 - NOTIFICATION OF RATES AND CHARGES

The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et. seq., attached hereto as Exhibit E.

SECTION 10.5 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and nondiscriminatory. A written exhibit of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

ARTICLE 11
REGULATORY OVERSIGHT

SECTION 11.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to Persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 11.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town as a named insured with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property

shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. Policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 11.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);**
- (2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);**
- (3) The indemnity of the Town in accordance with G.L.c. 166A §5(b); and**
- (4) The satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).**

(b) During the period of rebuild construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).

(c) Upon completion of rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Twenty-five Thousand Dollars (\$25,000) upon a written request by the Licensee.

(d) Except as provided in subsection (c) above, the Licensee shall not reduce the amount or cancel said bond or materially change said bond from the provisions of subsection (a) above without providing Issuing Authority with thirty (30) days' prior written notice.

SECTION 11.4 - REPORTS [SEE G.L.c. 166A §§8 and 101]

(a) The Licensee shall file annually with the Commission on forms prescribed by the Commission, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Commission, a financial balance sheet and statement of ownership which shall

be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Commission.

(b) As provided by law and applicable regulations every three (3) months the Licensee shall notify the Issuing Authority and the Commission, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47CFR §76.305 in the manner prescribed therein.

SECTION 11.5 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 11.6 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

This Renewal License may, after due notice and hearing, be revoked by the Issuing Authority or the Commission for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;**
- (b) For failure to file and maintain the performance bond as described in Section 11.3 (Performance Bond) or to maintain insurance as described in Section 11.2 (Insurance) herein;**
- (c) For repeated violations, as determined by the Commission, of commitments of the license as set forth in Section 50 of G.L.c. 166A;**
- (d) For repeated failure to maintain Signal quality pursuant to the standards provided for by the FCC and/or Commission;**
- (e) For any transfer or assignment of this Renewal License or control thereof without consent of the Issuing Authority;**
- (f) For failure to complete construction in accordance with the provisions of this Renewal License; and**
- (g) For repeated failure to comply with any of the material terms and conditions of this Renewal License.**

SECTION 11.7 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 11.3 (Performance Bond) or Section 11.6 (Revocation of License) herein, the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 11.8 - RIGHT OF REVIEW

Prior to pursuing review under State or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 11.9 - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by force majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner that thirty (30) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;**
- ii) commence an action at law for monetary damages;**

- iii) foreclose on all or any appropriate part of the security provided pursuant to Section 11.3 (Performance Bond) herein;**
- iv) declare this Renewal License to be revoked subject to Section 11.6 (Revocation of License) herein and applicable law;**
- v) invoke any other lawful remedy available to the Town.**

SECTION 11.10 - TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: 1) the revocation of the Renewal License by action of the Issuing Authority, 2) the abandonment of the Cable System, in whole or material part, by the Licensee Authority; or 3) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 11.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 11.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws/ordinances, including but not limited to G.L.c. 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the

extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 12
MISCELLANEOUS

SECTION 12.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 12.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

SECTION 12.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Southwick, 59 Main Street, Southwick, MA 01038 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, MediaOne, 1127 Main Street, Springfield, MA 01103 and a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, 01810 , or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 12.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated therein, and cannot be changed without written amendment.

SECTION 12.5 - CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 12.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 12.7 - APPLICABILITY OF RENEWAL LICENSE

(a) All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

(b) All obligations of the Licensee and the Issuing Authority set forth in this Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 12.8 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

SECTION 12.9 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

SECTION 12.10 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

SECTION 12.11 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 12.12 - TOWN'S RIGHT TO INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

SECTION 12.13 - ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its affiliates while such affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such affiliates were the acts or omissions of the Licensee.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____, 19__ .

TOWN OF SOUTHWICK
By:

Selectman

Selectman

Selectman

Selectman

Selectman

Accepted by:
MEDIAONE OF WESTERN
NEW ENGLAND, INC.

Russell H. Stephens
Senior Vice President
Northeast Region

TABLE OF EXHIBITS

Exhibit A:	Non-served Areas
Exhibit B	I-Net Maintenance & Technical Support
Exhibit C:	System Technical Specifications
Exhibit D:	FCC Customer Service Regulations: 47 C.F.R. §76.309 [c]
Exhibit E:	Billing and Termination Regulations: 207 CMR 10.00 et. seq.
Exhibit F	Current Schedule of Rates and Charges

EXHIBIT A

Non-served Areas

Hastings Road

Sunny Side Ranch Road

Klaus Anderson Road

Lincoln Road

Hudson Drive

EXHIBIT B

I-Net Maintenance and Technical Support

- 1. MediaOne shall maintain an I-Net as prescribed by FCC Rules and Regulations Part 76.**
- 2. MediaOne shall determine and assign the transmit and receive frequencies for all I-Net users.**
- 3. MediaOne shall determine and design the correct signal strength levels necessary at each location.**
- 4. The Town may install its preferred equipment, provided however the data equipment to be used has been pre-approved by MediaOne in advance of connection to the I-Net. Pre-purchase approval is recommended.**
- 5. Prior to utilizing the I-Net for data transmission, the Town shall designate an experienced data communications professional (e.g., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for all set-up and ongoing operations of LAN to LAN connectivity over the I-Net.**
- 6. MediaOne's role in supporting free data transmission shall be limited to the minimum services outlined above. MediaOne shall charge the Town for all service calls not related to the radio frequency performance of the I-Net, including adds, moves and system changes. Charges shall be billed on a time and materials basis in accordance with the schedule of charges attached hereto which may be amended by MediaOne at any time.**
- 7. Any user who causes interference or renders the I-Net system ineffective shall be disconnected.**

EXHIBIT C

System Technical Specifications

NEW ENGLAND REGION DESIGN SPECIFICATIONS

The following architecture and performance standards apply for all cable systems within the New England Region. Any and all exceptions must be approved by the Vice President of Engineering and Technology.

1. **END OF LINE PERFORMANCE:**

C/N:	-47db
Measured at the output of the tap port	CSO: -53db
	CTB: -53db
	XMOD: -51db

2. **TAP OUTPUT LEVELS: +14DBMV**
Hot tap levels to be specified on a case by case basis

3. **BANDWIDTH: 52-750 MHz downstream**
5-40 MHz
52-550 MHz analog loading, 550-750 MHz digital loading (carrier level -6db from analog)

4. **HOMES PER NODE: Maximum homes passed per node -1,500**
Express distribution to 500 home pockets for future granularity when needed

5. **OPTICS: Fibers per node -4 dedicated**
Forward TX: 2:1 split ratio
Reverse TX: RPTV 1 - FP laser
Redundancy: RF bypass where applicable (architecture dependent)
Dual receives with hot optics input to both RXs when available from GI

6. **POWER SUPPLIES: All three battery cabinets required**
All nodes powered by full standby power supply
All power inserters to be crowbar devices
Note: Designer has option of specifying standby units in dense or key locations

7. **STATUS MONITORING: All power supplies**
All fiber nodes
One end of line monitor per serving area

8. **DIGITAL CARRIERS ABOVE 550 MHz: Designed for 6db below analog carrier levels**

EXHIBIT D
FCC Customer Service Regulations
47 C.F.R. §76.309 [c]

See following page(s).

EXHIBIT E
Billing and Termination Regulations
207 CMR 10.00 et seq.

See following page(s).

EXHIBIT F

Current Schedule of Rates and Charges

SCHEDULE OF EQUIPMENT & INSTALLATION/SERVICE CHARGES

Rates effective 5/1/97 in Southwick. Rates and charges subject to FCC rate regulations.

INSTALLATION/SERVICE CHARGES

Initial home Installation ¹	\$ 36.98
Activation of Prewired Service ¹	\$ 29.59
Activation of Prewired Additional Outlet/Initial Home Installation	\$ 22.19
Activation of Prewired Additional Outlet/Separate Home Visit	\$ 29.59
Additional Outlet/Initial Home Installation	\$ 29.59
Additional Outlet/Separate Home Visit	\$ 36.98
Activation of Prewired Service to Apartment/Condominium Unit	\$ 22.19
VCR Connection/Initial Home Installation	\$ 14.79
VCR Connection/Separate Home Visit	\$ 22.19
Activation of Service to Overdue Accounts	\$ 15.00
Change of Service (Requiring Home Visit)	\$ 22.19
Change of Service (Not Requiring Home Visit)	\$ 1.99
Home Service Visit (per hour) ²	\$ 44.38
Non-Standard Initial Home Installation ³	\$ 36.98
Customized Home Installation (per hour)	\$ 44.38
Home Amplifier/Initial Home Installation ⁴	\$ 22.19
Home Amplifier/Separate Home Visit ⁴	\$ 51.92

MISCELLANEOUS CHARGES

Unreturned or Damaged Cable Box	(up to) \$250.00
Unreturned or Damaged Remote Control	(up to) \$ 25.00
A/B Switch Equipment Purchase	\$ 10.00
Home Amplifier Equipment Purchase	\$ 44.50
Returned Check Fee	\$ 18.00
Late Fee (on overdue account balance)	5%

¹ Primary outlet only

² Service charge for problems not related to Company's equipment or cable signal (1/2 hour minimum).

³ Additional charges for time and materials are added to the Initial Home Installation charge. Definition of non-standard Installation varies by service area.

⁴ Separate equipment charge applies.

Rates do not include federal, state and local taxes and fees.

SCHEDULE OF MONTHLY RATES & CHARGES

Rates effective 5/1/97 in Southwick. Rates and charges subject to FCC rate regulations.

STANDARD SERVICE PACKAGE	\$ 22.55
<i>(includes Basic, Cable 1 and Cable 2)</i>	

LEVELS OF SERVICE

Basic Broadcast	\$ 5.92
Cable 1	\$ 2.38
Cable 2	\$ 14.25

(Note: Any combination of service levels requires the purchase of the Basic Broadcast Tier.)

PREMIUM CHANNELS

HBO	\$ 11.95 *
Showtime	\$ 10.95
Cinemax	\$ 10.95
SportsChannel	**
NESN	\$ 10.95
Multi-set Premium Service ***	\$ 2.00

* *Rate adjustment of \$1.00 applies to HBO a la carte or in combination with other premium services excluding SmartChoice Pack, Premium Pack and Movie Value Pack.*

** *Included in Standard Service Package as of 1/1/97.*

*** *Charge for reception of premium service(s) on additional outlets.*

OTHER CHARGES

Cable Box	\$ 2.19
Remote Control	\$.30
Service Protection Plan	\$.99

Rates do not include federal, state and local taxes and fees.